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OFFICE OF GENERAL
COUNSEL

MUR # 7010

**Complaint against Erin McClelland and Erin McClelland for Congress, Inc.
for filing a false report with the Federal Election Commission**

February 12, 2016

Submitted by:

Stokes, Wasser, and Wheeler, LLP
1207 Filson Street, Pittsburgh, PA 15212

Samuel Wheeler, in his individual capacity
, Washington, D.C. 20005

Adam Stokes, in his individual capacity
, Pittsburgh, PA 15212

Justin Wasser, in his individual capacity
, Pittsburgh, PA 15206

16044401874

Reference Guide for this Complaint

1. Affidavit of Samuel Wheeler

2. Affidavit of Adam Stokes

3. Affidavit of Justin Wasser

4. Attachments

- a. **Attachment 1:** Emails confirming January 4 meeting and oral contract.
- b. **Attachment 2:** Copy of revised agreement between Erin McClelland, Erin McClelland for Congress, Inc., and Stokes, Wasser, and Wheeler, LLP.
- c. **Attachment 3:** Cover sheet and relevant pages from FEC Reports confirming disbursements from Erin McClelland and Erin McClelland, Inc. to Adam Stokes.
- d. **Attachment 4:** FEC Report confirming disbursements to Stokes, Wasser, and Wheeler, LLP for consulting work done in June and July.
- e. **Attachment 5:** Copy of August 11th email and response by Scott Dworkin.
- f. **Attachment 6:** Copy of emails described in paragraphs 23, 24, and 25 of this Complaint. Emails span a date range of August 8, 2014 – September 10, 2014, and contain relevant emails from Samuel Wheeler, Scott Dworkin, and Leonard Rubin.
- g. **Attachment 7:** Copy of demand letter sent to Erin McClelland and Erin McClelland for Congress, Inc.
- h. **Attachment 8:** Cover sheet and relevant pages of each FEC Report in which Erin McClelland and Erin McClelland for Congress, Inc. listed the debt owed to Stokes, Wasser, and Wheeler, LLP.
- i. **Attachment 9:** Cover sheet and relevant page of FEC Report in which Erin McClelland and Erin McClelland for Congress, Inc. claim to have “zeroed” the debt to Stokes, Wasser, and Wheeler, LLP.

16044401875

FEC Complaint Regarding 2015 Year-End Report Filed by Erin McClelland and Erin McClelland for Congress, Inc.

Samuel Wheeler Affidavit

1. My name is Samuel Wheeler. I reside at

Washington D.C., 20005. I am a partner at Stokes, Wasser, and Wheeler, LLP, a limited-liability partnership organized under the laws of the Commonwealth of Pennsylvania. Stokes, Wasser, and Wheeler, LLP has a principle place of business of 1207 Filson Street, Pittsburgh, PA 15212. Stokes, Wasser, and Wheeler, LLP was created on January 17, 2014 and is comprised of three individuals: myself, Adam Stokes, and Justin Wasser.

2. I am filing this complaint because I have personal knowledge and physical evidence that demonstrates that Erin McClelland, a candidate for the Democratic nomination for the United States House of Representatives in the 12th Congressional District of Pennsylvania, and Erin McClelland for Congress, Inc., her campaign committee, violated federal campaign-finance law by submitting a false report to the Federal Election Commission (FEC). The false report in question is the year-end report for calendar year 2015, which the campaign filed on January 31, 2016.

3. On its 2015 year-end report, Erin McClelland for Congress, Inc., lists a disbursement of \$35,000 to my firm, Stokes, Wasser, and Wheeler, LLP. No such payment occurred. It is unclear whether the campaign claims that a payment was made, as the filing lists only "debt zeroed" under Purpose of the Disbursement. The "Memo Item" attached to the alleged disbursement reads: "Debt was reported by a part owner of the firm and previous campaign manager, Adam Stokes. No contract for that amount was

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signed or produced by the firm. Stokes, Wasser and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered.”

4. As demonstrated below, both contentions—that no contract for that amount exists and that Stokes, Wasser, and Wheeler, LLP has been paid in full for all services rendered—are categorically false. Stokes, Wasser, and Wheeler, LLP has both a valid written contract and a valid oral contract with Erin McClelland and Erin McClelland for Congress, Inc., each of which is sufficient to create a contractual relationship under Pennsylvania law. Per the terms of these contracts, Stokes, Wasser, and Wheeler, LLP is still owed \$35,000 by Erin McClelland and her campaign committee.

5. Therefore, Erin McClelland and her campaign committee are in violation of 11 CFR § 104.3(d), which states that “[e]ach report filed under 11 CFR § 104.1 shall . . . disclose the amount and nature of outstanding debts and obligations owed by or to the reporting committee.”

6. Moreover, even if Erin McClelland believes that she does not owe \$35,000 to Stokes, Wasser, and Wheeler, LLP, she should have listed that debt as “disputed” per FEC regulation 11 CFR § 116.10(a). Stokes, Wasser, and Wheeler, LLP has maintained that it is owed \$35,000 since terminating its business relationship with Erin McClelland and her campaign. Erin McClelland is aware of this contention.

7. Finally, Erin McClelland and Erin McClelland for Congress, Inc. have violated 52 U.S.C. § 30109 by submitting a falsified FEC report, as their 2015 year-end report states that no written contract exists and that Stokes, Wasser, and Wheeler, LLP has been paid in full and both these contentions are false.

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Facts

8. On January 2, 2014, I, along with my partners, Adam Stokes and Justin Wasser, met with Erin McClelland to discuss the possibility of running her campaign for the Democratic nomination for the United States House of Representatives for the 12th Congressional District of Pennsylvania.

9. On January 4, 2014, I, along with Adam Stokes and Justin Wasser, met with Erin McClelland and orally agreed that our partnership would provide campaign management and general consulting services to Erin McClelland and her campaign committee for the duration of the 2014 Democratic primary election. We and Erin McClelland agreed that Adam Stokes would serve as the Campaign Manager for the Campaign, and that Justin Wasser and I would serve as general consultants. In that meeting, we also agreed on the price of our services for the primary election. Specifically, we agreed that the campaign would pay our partnership a total of \$50,000—\$10,000 per month from January-May 2014—and that, should Erin McClelland be successful in her bid for the Democratic nomination, we would also receive an additional “win bonus” of \$15,000.

10. The next day, on January 5, 2014, Adam Stokes sent an email to Erin McClelland detailing the terms of the agreement that had been reached the night before, including pricing and fees. In his message, Mr. Stokes wrote: “Let us know if this is different in any way from what your understanding [is] and we can work it out.” Erin McClelland responded to the email on the same day and made no objection to the terms. In an email sent to Adam Stokes, Erin McClelland wrote: “The financials you have

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described correlate with my understanding after our conversation yesterday." Copies of all relevant emails are attached to this Complaint. (See Attachment 1).

11. On or about January 21, 2014, Stokes, Wasser, and Wheeler, LLP and Erin McClelland signed a written contract governing the provision of services from the partnership to the campaign for the duration of the primary election. Adam Stokes and Justin Wasser were the signatories representing the partnership. While the partnership's copy of the original contract was lost when Adam Stokes' car was burglarized, the parties subsequently executed a revised agreement (detailed in paragraph 13 *infra*), which represents the full and final agreement between the parties.

12. Starting on January 5, 2014 I, along with Justin Wasser, served as a general consultant for Erin McClelland and her congressional campaign. My duties included strategic decision-making for all facets of the campaign, coordinating with other consultants, gaining the support of the Democratic establishment throughout the 12th Congressional District of Pennsylvania, writing the campaign's Get Out the Vote (GOTV) and Election Day field plans, hiring a field staffer for the campaign, and providing general support to the campaign. Adam Stokes served as the campaign manager and oversaw day-to-day operations of the campaign.

13. On May 19, 2014, we signed a revised written agreement with Erin McClelland. The revised agreement, which, by its own terms under Section 6, superseded all prior agreements, did not alter the total amount owed under the previous agreement. Stokes, Wasser, and Wheeler, LLP was still entitled to a base amount of \$50,000, with an additional \$15,000 due should Erin McClelland win the primary election. The revised agreement, which is simply a copy of the original contract with hand-written

modifications, was signed by me, Adam Stokes, Justin Wasser, and Erin McClelland. The parties initialed the hand-written modifications to the original contract. At the time the revised agreement was executed, the campaign and Erin McClelland owed our partnership \$26,000 in outstanding fees. A copy of the final, revised agreement is attached to this Complaint. (See Attachment 2).

14. At the time of the initial agreement, our partnership intended to operate under the fictitious name "446" and had filed paperwork with the Commonwealth of Pennsylvania requesting that name. As such, we are referred to throughout the contract as "446." The name was eventually denied and we decided to do business under our current name. Moreover, within the contract the intent of the parties is clear. In section 1.1 of both agreements, "446" is defined as "a limited liability partnership, whose membership is comprised of Adam Stokes, Justin Wasser, and Samuel Wheeler." Section 4.3 of both contracts have a savings clause, which provides "Until such time as 446, LLP is created pursuant to the laws of Pennsylvania: a) The General Partnership of Stokes, Wasser, and Wheeler will assume all responsibilities enumerated in this contract. b) All payments owed to 446, LLP will be made to the General Partnership of Stokes, Wasser, and Wheeler."

15. On May 20, 2014, Erin McClelland defeated her opponent, Colonel John Hugya, by a vote of 67.97% to 32.04% to secure the Democratic nomination for Congress for the 12th Congressional District of Pennsylvania. Erin McClelland's victory in the primary election triggered the clause providing for a "win bonus" to be paid to Stokes, Wasser, and Wheeler LLP, bringing the total amount owed under the contract to \$65,000 and the total amount outstanding at that time to \$41,000.

16. The final agreement provided that Erin McClelland could terminate the contract during the primary campaign at any time, for any reason. However, at no time during the primary election did Erin McClelland dissolve, suspend, or otherwise terminate our agreement with her and her campaign. As the contract—and the amount owed under the contract—was only for services provided for the primary campaign, our partnership fulfilled all of the terms of the contract with Erin McClelland and her campaign and was therefore entitled to a total payment of \$65,000.

17. Our partnership received a total of \$30,000 from the campaign for services rendered during the primary election. The payments were made payable to Adam Stokes in the form of six separate payments:

- a) A check for \$6,000 on January 31, 2014;
- b) A check for \$6,000 on March 17, 2014;
- c) A check for \$5,900 on April 11, 2014. This amount reflects a \$100 expense incurred by the Partnership on behalf of the campaign;
- d) A check for \$3,000 on May 9, 2014;
- e) A check for \$3,000 on May 13, 2014; and
- f) A check for \$6,000 on July 3, 2014.

FEC reports confirming disbursements for those amounts on those dates are attached to this Complaint. (See Attachment 3).

18. Our partnership received no further payment for services rendered during the 2014 primary election, leaving an outstanding balance of \$35,000.

19. Our partnership continued to provide consulting services to Erin McClelland and the campaign for June and July of 2014. This period was governed by separate, month-to-month agreements. We were paid in full for our work during those months. Payment took the form of a \$5,000 check made payable to Stokes, Wasser, and Wheeler, LLP for the month of June and a \$10,000 check made payable to Stokes,

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Wasser, and Wheeler, LLP for the month of July. The checks were issued on July 3, 2014 and August 1, 2014, respectively. FEC reports confirming disbursements for those amounts on those dates are attached to this Complaint. (See Attachment 4).

20. On August 8, 2014, we terminated our business relationship with Erin McClelland and the campaign. At the time, we were operating without a contract for the month of August.

21. After we left the campaign, management of the campaign fell to Bulldog Financial Group, LLC, which was, at the time, providing finance consulting for the campaign. Members of the firm held themselves out to Stokes, Wasser, and Wheeler, LLP as Erin McClelland's agents.

22. On August 11, 2014, I sent an email to Erin McClelland and Scott Dworkin, the CEO of Bulldog Financial Group, LLC. In the email, I stated that the outstanding balance due on the contract for the primary election was \$35,000, comprised of \$10,000 outstanding from monthly consulting fees, \$10,000 for GOTV and Election Day services, and \$15,000 for the primary election "win bonus." As the campaign had missed the July 1, 2014 payment due date provided for in the contract, the email advised that payment of the total balance was expected on September 1, 2014. The only response made by Erin McClelland or the campaign was an email from Mr. Dworkin asking for a copy of the revised agreement, which was provided to him. Copies of both emails are attached to this Complaint. (See Attachment 5).

23. On August 26, 2014, I sent a follow-up email advising Erin McClelland and Scott Dworkin that, as we had not received a response to the August 11th email, we expected that payment would be made in full by September 1, 2014. The email contained

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an invoice for all sums owed by Erin McClelland and the campaign. A copy of both the email and the invoice are attached to this complaint. Leonard Rubin, then-acting campaign manager for the Campaign and an employee of Mr. Dworkin, responded to the message and requested a meeting.

24. On August 27, 2014, Leonard Rubin and I spoke by phone. Prior to the telephone call, I was assured by Mr. Dworkin by email that Mr. Rubin was "authorized to reach an agreement." Mr. Rubin offered \$10,000 to settle the debt owed by the campaign, which I rejected. I sent a follow-up email to Erin McClelland, Mr. Rubin, and Mr. Dworkin on August 29, 2014, again advising that we expected payment in full by September 1, 2014. A copy of this email is attached to this Complaint.

25. On September 3, 2014, Scott Dworkin sent an email to me, Adam Stokes, and Justin Wasser with two separate inquiries. First, Mr. Dworkin asked us to create a repayment plan that did not ask for full payment in one installment. Second, Mr. Dworkin asked the partnership to accept \$20,000 to satisfy the \$35,000 debt owed by Erin McClelland and the campaign. I responded by email on September 10, 2014 with a suggested staggered payment plan but rejecting Mr. Dworkin's offer to settle for less than the full amount owed under the agreement. We did not receive a response to the September 10th email. Copies of all emails referenced in paragraphs 23, 24, and 25 of this affidavit are attached to this Complaint. (See Attachment 6).

26. On October 14, 2014, Stokes, Wasser, and Wheeler, LLP, through our attorney, sent a demand letter to Erin McClelland and the campaign by certified mail, indicating that the partnership intended to pursue its rights under contract pursuant to

Pennsylvania law. We received no response. A copy of the letter is attached to this Complaint. (See Attachment 7)

27. Since the 2014 Democratic Primary Election, Erin McClelland and the campaign have filed eight separate campaign-finance reports with the Federal Election Commission. These reports were filed under threat of civil and criminal sanctions under federal law. 52 U.S.C. § 30109. In each of these reports, Erin McClelland and the campaign stated that Stokes, Wasser, and Wheeler, LLP was owed \$35,000 for "campaign management consulting." A copy of each report is attached to this complaint. (See Attachment 8). The reports were filed on the following dates:

- a. July 15, 2014;
- b. October 15, 2014;
- c. October 23, 2014;
- d. December 3, 2014;
- e. January 30, 2015;
- f. April 15, 2015;
- g. July 15, 2015; and
- h. October 15, 2015.

28. On January 31, 2015, Erin McClelland and her campaign filed a year-end report with the FEC. A copy of this report is attached to this Complaint. (See Attachment 9). After filing eight separate campaign-finance reports that unambiguously disclosed an outstanding debt of \$35,000 still owed to our partnership, Erin McClelland and her campaign omitted the debt from their January filing. In apparent justification for this sudden omission, Defendants baldly assert: "No contract for [\$35,000] was signed or produced by the firm. Stokes, Wasser, and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered."

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Conclusion

29. The enumerated facts above, as well as the supporting documentation attached to this Complaint, demonstrates the following:

- a. Erin McClelland and her campaign owe our partnership \$35,000 in unpaid consulting fees for our work in the primary election. This debt is a result of a binding agreement under Pennsylvania law, first made orally on January 4, 2014 (and confirmed in Adam Stokes's January 5 email), then signed as a final agreement on May 19, 2014;
- b. After terminating our business relationship, agents of Erin McClelland acknowledged the existence of the debt and attempted to negotiate its resolution; and
- c. Erin McClelland was aware that she and her campaign owed this debt to our partnership. Erin McClelland's knowledge of the debt is established by her response to the January 5 email, by her signature on the May 19 revised agreement, by her receipt of email messages containing demands that her campaign pay the amount due under the contract as well as an invoice for services rendered, by her receipt of a certified letter from our attorney, and by the eight separate FEC reports she filed affirming the debt.

30. Erin McClelland and her campaign have therefore violated federal campaign-finance law by failing to disclose a debt as required by 11 CFR § 104.3(d). Moreover, even if Erin McClelland and her campaign dispute the amount owed under our agreement, they have violated federal campaign-finance law by failing to report the

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disputed debt as required by 11 CFR § 116:10(a). Finally, Erin McClelland and her campaign have violated 52 U.S.C. § 30109 by submitting a false report to the FEC, as her contentions that there is no contract for the \$35,000 debt and that our partnership has been paid in full are both demonstrably false.

31. I swear and aver that the foregoing statements are true to the best of my knowledge.

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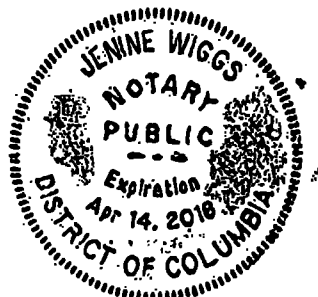
2/11/16

Samuel Wilson Wheeler

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 11th DAY OF February 2016
BY Jennie Wiggs

[Signature]
NOTARY PUBLIC

My Commission Expires
April 14, 2018



Adam Stokes Affidavit

1. My name is Adam Stokes. I reside at _____, Pittsburgh PA 15212. I am a partner at Stokes, Wasser, and Wheeler, LLP, a limited-liability partnership organized under the laws of the Commonwealth of Pennsylvania. Stokes, Wasser, and Wheeler, LLP has a principal place of business of 1207 Filson Street, Pittsburgh, PA 15212. Stokes, Wasser, and Wheeler, LLP was created on January 17, 2014 and is comprised of three individuals: Samuel Wheeler, Justin Wasser, and myself.

2. I am filing this complaint because I have personal knowledge and physical evidence that demonstrates that Erin McClelland, a candidate for the Democratic nomination for the United States House of Representatives in the 12th Congressional District of Pennsylvania, and Erin McClelland for Congress, Inc., her campaign committee, violated federal campaign-finance law by submitting a false report to the Federal Election Commission (FEC). The false report in question is the year-end report for calendar year 2015, which the campaign filed on January 31, 2016.

3. On its 2015 year-end report, Erin McClelland for Congress, Inc., lists a disbursement of \$35,000 to my firm, Stokes, Wasser, and Wheeler, LLP. No such payment occurred. It is unclear whether the campaign claims that a payment was made, as the filing lists only "debt zeroed" under Purpose of the Disbursement. The "Memo Item" attached to the alleged disbursement reads: "Debt was reported by a part owner of the firm and previous campaign manager, Adam Stokes. No contract for that amount was signed or produced by the firm. Stokes, Wasser and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered."

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Facts

8. On January 2, 2014, I, along with my partners, Samuel Wheeler and Justin Wasser, met with Erin McClelland to discuss her campaign to represent Pennsylvania's 12th Congressional District in the United States House of Representatives, and whether she would be interested in hiring us to run her campaign.

9. On January 4, 2014, I, along with Samuel Wheeler and Justin Wasser, orally agreed with Erin McClelland that our partnership would provide her campaign with campaign management and general consulting services for the Democratic primary. We agreed that I would serve as the Campaign Manager for the campaign and manage the day-to-day operations, while my partners Samuel Wheeler and Justin Wasser would serve as general consultants, for the price of \$10,000 per month for five months (\$50,000 in total), with a \$15,000 "win bonus" should win primary and become the Democratic nominee.

10. The following day, January 5, 2014, I sent an email to Erin McClelland detailing the terms of our agreement from the previous day, which I concluded by writing "Let us know if this is different in any way from what your understanding and we can work it out. Thanks again for your quick turnaround over the last few days, and I'm excited to get to work." Erin McClelland replied to my email later that day with an email that confirming our agreement, writing "The financials you have described correlate with my understanding after our conversation yesterday."

11. On or about January 21, 2014, Justin Wasser and I, in our capacity as partners of Stokes, Wasser, & Wheeler, LLP, signed a contract with Erin McClelland outlining our roles and the agreed-upon pricing and fee structure. The final version of this

contract was the result of negotiations with Erin McClelland and her attorney that had taken place over the previous few days. At no point did Erin McClelland or her attorney dispute our price or fee structure. I retained a copy of this agreement, while Erin McClelland kept the original. Though my copy of this January agreement was lost when my briefcase was stolen from my car in August of 2014, we signed a revised contract in May that represents the final agreement between Stokes, Wasser, & Wheeler, LLP and Erin McClelland.

12. From January 5, 2014 through the May 20th, 2014 primary election, I served as campaign manager for Erin McClelland's campaign for Congress. My job responsibilities included overseeing all day-to-day operations, securing endorsements from elected officials and community leaders, communicating with the press, coordinating voter outreach, and hiring staff. I worked closely with Samuel Wheeler and Justin Wasser in their consulting role to secure support for Erin McClelland throughout the 12th Congressional District. During this period, Erin McClelland frequently acknowledged our contract and deferred payments, such as insisting on paying the check for our weekly lunch meeting by saying "when I can pay you a full paycheck, you can pay for lunch."

13. On May 19, 2014, Stokes, Wasser, & Wheeler, LLP signed a revised written agreement with Erin McClelland. This revised agreement did not change to base \$50,000 owed to Stokes, Wasser, & Wheeler LLP, and it still included the \$15,000 win bonus.

14. On May 20, 2014, Erin McClelland defeated her opponent, Colonel John Hugya, by a vote of 67.97% to 32.04% to secure the Democratic nomination for

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Congress for the 12th Congressional District of Pennsylvania. Erin McClelland's victory in the primary election triggered the clause providing for a "win bonus" to be paid to Stokes, Wasser, and Wheeler LLP, bringing the total amount owed under the contract to \$65,000 and the total amount outstanding at that time to \$41,000.

15. The final agreement provided that Erin McClelland could terminate the contract during the primary campaign at any time, for any reason. However, at no time during the primary election did Erin McClelland dissolve, suspend, or otherwise terminate our agreement with her and her campaign. We operated in our contractually prescribed roles from our oral agreement at the beginning of January until the agreed upon end date of May 31st, 2014. Our partnership fulfilled all of the terms of the contract with Erin McClelland and her campaign and was therefore entitled to a total payment of \$65,000.

16. Our partnership received a total of \$30,000 from the campaign for services rendered during the primary election. The payments were made payable to me in the form of six separate payments:

- a) A check for \$6,000 on January 31, 2014;
- b) A check for \$6,000 on March 17, 2014;
- c) A check for \$5,900 on April 11, 2014. This amount reflects a \$100 expense incurred by the Partnership on behalf of the campaign;
- d) A check for \$3,000 on May 9, 2014;
- e) A check for \$3,000 on May 13, 2014; and
- f) A check for \$6,000 on July 3, 2014.

17. Our partnership received no further payment for services rendered during the 2014 primary election, leaving an outstanding balance of \$35,000.

18. Our partnership continued to provide consulting services to Erin McClelland and the campaign for June and July of 2014. This period was governed by

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separate, month-to-month agreements. In June, I took on a more limited role in the day-to-day operations to reflect the slower summer months and Erin McClelland's expressed concerns about the difficulty in paying the \$35,000 we were owed under our primary contract. We were paid in full for our work during those months. Payment took the form of a \$5,000 check made payable to Stokes, Wasser, and Wheeler, LLP for the month of June and a \$10,000 check made payable to Stokes, Wasser, and Wheeler, LLP for the month of July. The checks were issued on July 3, 2014 and August 1, 2014, respectively.

19. On August 8, 2014, we terminated our business relationship with Erin McClelland and the campaign. At the time, we were operating without a contract for the month of August.

20. After we left the campaign, management of the campaign fell to Bulldog Financial Group, LLC, which was, at the time, providing finance consulting for the campaign. Members of the firm held themselves out to Stokes, Wasser, and Wheeler, LLP as Erin McClelland's agents.

21. On August 11, 2014, Samuel Wheeler sent an email to Erin McClelland and Scott Dworkin, the CEO of Bulldog Financial Group, LLC, in which he reiterated outstanding balance due for the services rendered under the primary contract was \$35,000, made up of the \$10,000 for GOTV and Election Day services, \$10,000 in deferred monthly consulting fees, and our \$15,000 win bonus. As the campaign had missed the July 1, 2014 payment due date provided for in the contract, the email advised that payment of the total balance was expected on September 1, 2014. The only response made by Erin McClelland or the campaign was an email from Mr. Dworkin asking for a copy of the revised agreement, which Samuel Wheeler provided to him.

22. On August 26, 2014, Samuel Wheeler sent another email advising Erin McClelland and Scott Dworkin that, as the partnership had not received any response to the August 11th email, we expected that payment would be made in full by September 1, 2014. The email contained an invoice for all sums owed by Erin McClelland and the campaign. Leonard Rubin, then-acting campaign manager for the Campaign and an employee of Mr. Dworkin, responded to the message and requested a meeting.

23. On August 27, 2014, acting campaign manager Leonard Rubin spoke to Samuel Wheeler by phone. Prior to the telephone call, Samuel Wheeler was assured by Mr. Dworkin by email that Mr. Rubin was "authorized to reach an agreement." Mr. Rubin offered \$10,000 to settle the debt owed by the campaign, which Samuel Wheeler rejected. Samuel Wheeler sent a follow-up email to Erin McClelland, Mr. Rubin, and Mr. Dworkin on August 29, 2014, again advising that we expected payment in full by September 1, 2014.

24. On September 3, 2014, I, Samuel Wheeler, and Justin Wasser received an email from Scott Dworkin with two separate inquiries. First, Mr. Dworkin asked us to create a repayment plan that did not ask for full payment in one installment. Second, Mr. Dworkin asked the partnership to accept \$20,000 to satisfy the \$35,000 debt owed by Erin McClelland and the campaign. Samuel Wheeler responded on behalf of the partnership by email on September 10, 2014 with a suggested staggered payment plan but rejecting Mr. Dworkin's offer to settle for less than the full amount owed under the agreement. We did not receive a response to the September 10th email.

25. On October 14th, 2014, Stokes, Wasser, and Wheeler, LLP, through our attorney, sent a demand letter to Erin McClelland and the campaign by certified mail,

indicating that the partnership intended to pursue its rights under contract pursuant to Pennsylvania law. We received no response.

26. Since the 2014 Democratic Primary Election, Erin McClelland and the campaign have filed eight separate campaign-finance reports with the Federal Election Commission. These reports were filed under threat of civil and criminal sanctions under federal law. 52 U.S.C. § 30109. In each of these reports, Erin McClelland and the campaign stated that Stokes, Wasser, and Wheeler, LLP was owed \$35,000 for "campaign management consulting." The reports were filed on the following dates:

- a. July 15, 2014;
- b. October 15, 2014;
- c. October 23, 2014;
- d. December 3, 2014;
- e. January 30, 2015;
- f. April 15, 2015;
- g. July 15, 2015; and
- h. October 15, 2015.

27. On January 31, 2015, Erin McClelland and her campaign filed a year-end report with the FEC. After filing eight campaign-finance reports that unambiguously disclosed an outstanding debt of \$35,000 still owed to our partnership, Erin McClelland and her campaign omitted the debt from their January filing. In apparent justification for this sudden omission, Defendants baldly assert: "No contract for [\$35,000] was signed or produced by the firm. Stokes, Wasser, and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered."

Conclusion

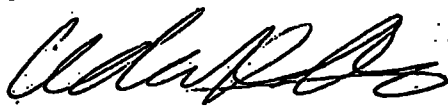
28. The enumerated facts above, as well as the supporting documentation attached to this Complaint, demonstrates the following:

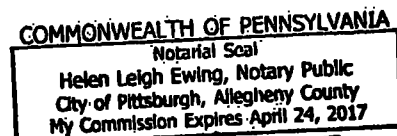
a. Erin McClelland and her campaign owe our partnership \$35,000 in unpaid consulting fees for our work in the primary election. This debt is a result of a binding agreement under Pennsylvania law, first made orally on January 4, 2014 (and confirmed in my email on January 5), then signed as a final agreement on May 19, 2014;

b. After terminating our business relationship, agents of Erin McClelland acknowledged the existence of the debt and attempted to negotiate its resolution; and

c. Erin McClelland was aware that she and her campaign owed this debt to our partnership. Erin McClelland's knowledge of the debt is established by her response to the January 5 email, by her signature on the May 19 revised agreement, by her receipt of email messages containing demands that her campaign pay the amount due under the contract as well as an invoice for services rendered, by her receipt of a certified letter from our attorney, and by the eight separate FEC reports she filed affirming the debt.

29. I swear and aver that the foregoing statements are true to the best of my knowledge.

Adam Stokes

2/10/16



Helen Leigh Ewing
2/10/2016

Justin Wasser Affidavit

1. My name is Justin Wasser. I reside at Pittsburgh, PA 15206. I am a partner at Stokes, Wasser, and Wheeler, LLP, a limited-liability partnership organized under the laws of the Commonwealth of Pennsylvania. Stokes, Wasser, and Wheeler, LLP has a principal place of business of 1207 Filson Street, Pittsburgh, PA 15212. Stokes, Wasser, and Wheeler, LLP was created on January 17, 2014 and is comprised of three individuals: myself, Adam Stokes, and Samuel Wheeler.

2. I am filing this complaint because I have personal knowledge and physical evidence that demonstrates that Erin McClelland, a candidate for the Democratic nomination for the United States House of Representatives in the 12th Congressional District of Pennsylvania, and Erin McClelland for Congress, Inc., her campaign committee, violated federal campaign-finance law by submitting a false report to the Federal Election Commission (FEC). The false report in question is the year-end report for calendar year 2015, which the campaign filed on January 31, 2016.

3. On its 2015 year-end report, Erin McClelland for Congress, Inc., lists a disbursement of \$35,000 to my firm, Stokes, Wasser, and Wheeler, LLP. No such payment occurred. It is unclear whether the campaign claims that a payment was made, as the filing lists only "debt zeroed" under Purpose of the Disbursement. The "Memo Item" attached to the alleged disbursement reads: "Debt was reported by a part-owner of the firm and previous campaign manager, Adam Stokes. No contract for that amount was

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signed or produced by the firm. Stokes, Wasser and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered."

Facts

8. On January 2, 2014, Adam Stokes, Samuel Wheeler and I met with Erin McClelland to discuss the state of her campaign for Congress, our combined electoral experience, and the prospect of managing and consulting for her candidacy and campaign, starting almost immediately.

9. On January 4, 2014, Adam Stokes, Samuel Wheeler and I entered into a verbal agreement with Erin McClelland provide served to her and her campaign for the duration of the 2014 Democratic Primary in Pennsylvania (January through May 2014) for a cost of \$10,000 per month with a performance bonus (or "win bonus" is common parlance) of \$15,000 should Erin McClelland successfully win the Democratic nomination on Election Day. It was further agreed that Adam Stokes would manage day-to-day operations and that Samuel Wheeler and I would consult remotely with periodic physical check-ins.

10. The next day, on January 5, 2014, Adam Stokes sent an email to Erin McClelland detailing the terms of the agreement that had been reached the night before, including pricing and fees. In his message, Mr. Stokes wrote: "Let us know if this is different in any way from what your understanding [is] and we can work it out." Erin McClelland responded to the email on the same day and made no objection to the terms.

11. On or about January 21, 2014, Adam Stokes and I, representing Stokes, Wasser, and Wheeler, LLP, signed and entered into a signed written contract with Erin

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McClelland. This written contract was a final product of negotiations with Stokes, Wasser, and Wheeler, LLP, and Erin McClelland, along with her attorney, Anthony F. Jeselnik, Esq. During that time, there was no dispute or disagreement over fees for service. The partnership's copy of the original contract was lost when Adam Stokes' car was burglarized, however, the revised agreement signed by Stokes, Wasser, and Wheeler, LLP, and Erin McClelland immediately before Election Day represents the full and final agreement between the parties.

12. From January 5, 2014 until the primary election, held on May 20, 2014, Samuel Wheeler and I served as a general consultant for Erin McClelland and her congressional campaign. Adam Stokes served as the campaign manager and oversaw day-to-day operations of the campaign. My duties included strategic decision-making--both electoral and operational, media and communications strategy, Get Out the Vote (GOTV) and Election Day planning, hiring staff and providing general support to the campaign.

13. On May 19, 2014, the partnership signed a revised written agreement with Erin McClelland. The revised agreement did not alter the total amount owed under the previous agreement. The parties initialed the hand-written modifications to the original contract. At the time the revised agreement was executed, the Campaign and Defendant McClelland owed our partnership \$26,000 in outstanding fees.

14. On May 20, 2014, Erin McClelland defeated her opponent, Colonel John Hugya, by a vote of 67.97% to 32.04% to secure the Democratic nomination for Congress for the 12th Congressional District of Pennsylvania. Erin McClelland's victory

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in the primary election triggered the clause providing for a "win bonus" to be paid to Stokes, Wasser, and Wheeler LLP, bringing the total amount owed under the contract to \$65,000 and the total amount outstanding at that time to \$41,000.

15. The final agreement provided that Erin McClelland could terminate the contract during the primary campaign at any time, for any reason. However, at no time during the primary election did Erin McClelland dissolve, suspend, or otherwise terminate our agreement with her and her campaign. As the contract—and the amount owed under the contract—was only for services provided for the primary campaign, our partnership fulfilled all of the terms of the contract with Erin McClelland and her campaign and were therefore entitled to a total payment of \$65,000.

16. Our partnership received a total of \$30,000 from the campaign for services rendered during the primary election. The payments were made payable to Adam Stokes in the form of six separate payments:

- a) A check for \$6,000 on January 31, 2014;
- b) A check for \$6,000 on March 17, 2014;
- c) A check for \$5,900 on April 11, 2014. This amount reflects a \$100 expense incurred by the Partnership on behalf of the campaign;
- d) A check for \$3,000 on May 9, 2014;
- e) A check for \$3,000 on May 13, 2014; and
- f) A check for \$6,000 on July 3, 2014.

FEC reports confirming disbursements for those amounts on those dates are attached to this Complaint.

17. Our partnership received no further payment for services rendered during the 2014 primary election, leaving an outstanding balance of \$35,000.

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18. On June 1 and 2, 2014, I spoke with Erin McClelland in person, by phone, and via email to discuss her primary concern of paying down her debt owed from the primary election. At no point during these discussions was any debt contested or questioned. The discussion focused on fundraising to pay debt and on the scale of campaign operation--and the extent of involvement of Stokes, Wasser, and Wheeler, LLP--during June and July of 2014.

19. On June 8, 2014, I, representing Stokes, Wasser and Wheeler, LLP, met with Erin McClelland and entered into a June agreement that was verbally agreed to by both parties. This agreement detailed a truncated campaign operation and reduced-priced, part-time consulting services on the part of Stokes, Wasser, and Wheeler, LLP. This agreement governed June. In July, modifications were made to fees for services and responsibilities and verbally agreed upon. We were paid in full for our work during those months. Payment took the form of a \$5,000 check made payable to Stokes, Wasser, and Wheeler, LLP for the month of June and a \$10,000 check made payable to Stokes, Wasser, and Wheeler, LLP for the month of July. The checks were issued on July 3, 2014 and August 1, 2014, respectively.

19. On August 8, 2014, we terminated our business relationship with Erin McClelland and the campaign. At the time, we were operating without a contract for the month of August.

20. After we left the campaign, management of the campaign fell to Bulldog Financial Group, LLC, which was, at the time, providing finance consulting for the

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campaign. Members of the firm held themselves out to Stokes, Wasser, and Wheeler, LLP as Erin McClelland's agents.

21. On August 11, 2014, Samuel Wheeler sent an email to Erin McClelland and Scott Dworkin, the CEO of Bulldog Financial Group, LLC. The email stated that the outstanding balance due on the contract for the primary election was \$35,000, comprised of \$10,000 outstanding from monthly consulting fees, \$10,000 for GOTV and Election Day services, and \$15,000 for the primary election "win bonus." As the campaign had missed the July 1, 2014 payment due date provided for in the contract, the email advised that payment of the total balance was expected on September 1, 2014. The only response made by Erin McClelland or the campaign was an email from Mr. Dworkin asking for a copy of the revised agreement, which was provided to him.

22. On August 26, 2014, Samuel Wheeler sent a follow-up email advising Erin McClelland and Scott Dworkin that, as we had not received a response to the August 11th email, we expected that payment would be made in full by September 1, 2014. The email contained an invoice for all sums owed by Erin McClelland and the campaign. Leonard Rubin, then-acting campaign manager for the Campaign and an employee of Mr. Dworkin, responded to the message and requested a meeting.

23. On August 27, 2014, Samuel Wheeler and Leonard Rubin spoke by phone. Samuel Wheeler conveyed details of the conversation by phone to me explaining that Mr. Rubin offered \$10,000 to settle the debt, which was rejected. Samuel Wheeler then promptly asked that full payment be made by September 1, 2014.

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24. On September 3, 2014, Scott Dworkin sent an email to Adam Stokes, Samuel Wheeler, and me with two separate inquiries. First, Mr. Dworkin asked us to create a repayment plan that did not ask for full payment in one installment. Second, Mr. Dworkin asked the partnership to accept \$20,000 to satisfy the \$35,000 debt owed by Erin McClelland and the campaign. Samuel Wheeler responded by email on September 10, 2014 with a suggested staggered payment plan but rejecting Mr. Dworkin's offer to settle for less than the full amount owed under the agreement. We did not receive a response to the September 10th email.

25. On October 14, 2014, Stokes, Wasser, and Wheeler, LLP, through our attorney, sent a demand letter to Erin McClelland and the campaign by certified mail, indicating that the partnership intended to pursue its rights under contract pursuant to Pennsylvania law. We received no response.

26. Since the 2014 Democratic Primary Election, Erin McClelland and the campaign have filed eight separate campaign-finance reports with the Federal Election Commission. These reports were filed under threat of civil and criminal sanctions under federal law. 52 U.S.C. § 30109. In each of these reports, Erin McClelland and the campaign stated that Stokes, Wasser, and Wheeler, LLP was owed \$35,000 for "campaign management consulting." The reports were filed on the following dates:

- a. July 15, 2014;
- b. October 15, 2014;
- c. October 23, 2014;
- d. December 3, 2014;
- e. January 30, 2015;
- f. April 15, 2015;
- g. July 15, 2015; and
- h. October 15, 2015.

27. On January 31, 2015, Erin McClelland and her campaign filed a year-end report with the FEC. After filing eight campaign-finance reports that unambiguously disclosed an outstanding debt of \$35,000 still owed to our partnership, Erin McClelland and her campaign omitted the debt from their January filing. In apparent justification for this sudden omission, Defendants baldly assert: "No contract for [\$35,000] was signed or produced by the firm. Stokes, Wasser, and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered."

Conclusion

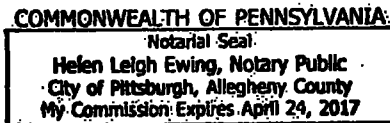
28. The enumerated facts above, as well as the supporting documentation attached to this Complaint, demonstrates the following:

- a. Erin McClelland and her campaign owe our partnership \$35,000 in unpaid consulting fees for our work in the primary election. This debt is a result of a binding agreement under Pennsylvania law, first made orally on January 4, 2014 (and confirmed in Adam Stokes's January 5 email), then signed as a final agreement on May 19, 2014;
- b. After terminating our business relationship, agents of Erin McClelland acknowledged the existence of the debt and attempted to negotiate its resolution; and
- c. Erin McClelland was aware that she and her campaign owed this debt to our partnership. Erin McClelland's knowledge of the debt is established by her response to the January 5 email, by her signature on the May 19 revised agreement, by her receipt of email messages containing demands

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that her campaign pay the amount due under the contract as well as an invoice for services rendered, by her receipt of a certified letter from our attorney, and by the eight separate FEC reports she filed affirming the debt.

29. I swear and aver that the foregoing statements are true to the best of my knowledge.



Helen Leigh Ewing
2/10/2016


Justin Wasser
2/10/2016

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Attachment 1

Sam Wheeler

Summary of yesterday's meeting and terms3 messages

Adam Stokes <

Sun, Jan 5, 2014 at 2:44 PM

To: erin

Cc: Justin Wasser

Samuel Wheeler

Erin,

On behalf of Sam and Justin, I'd like to take a moment to say how excited we all are to be onboard with your campaign to represent the people of the Pennsylvania 12th. It will be a matter of great professional pride to run the campaign we feel you deserve, and we look forward to the coming months.

As we begin to re-activate our networks and detail our strategy for petitioning, we need to get up to speed as soon as possible. We'll be in close contact throughout the week, but if you can take a moment this evening to send us a list of endorsements, upcoming events, and any polling data you have, we can get right to work.

Finally, on the business side of things- we can have a full contract for you in the middle of this week, but I wanted to put the terms we agreed to in principle down in writing and make sure we're on the same page. Our rate is \$12,000 per month, but for this race we are willing to take \$10,000 per month with a standard primary win bonus of a month and a half. Considering the financial realities of the campaign, we are willing to take \$8,000 each month with \$2,000 deferred to sometime in 2014. Let us know if this is different in anyway from what your understanding and we can work it out.

Thanks again for your quick turnaround over the last few days, and I'm excited to get to work.

Best,

Adam Stokes

Sun, Jan 5, 2014 at 4:01 PM

To: Adam Stokes

Cc: Justin Wasser

, Samuel Wheeler

Gentlemen,

How very exciting it is to be working with three fine gentlemen who do not necessitate a google search in order to properly negotiate the phrase "all evidence to the contrary."

Please find the attached polling information of the only poll we have conducted to date. You should receive three attachments which include the polling memo, the poll and the cross tabs.

I believe the contact information for our pollster, Lincoln Park Strategies, is included. I will be doing an introductory email to all of the consultants tomorrow which you will be receiving. I will also be discussing your involvement on our weekly conference call this Tuesday.

Endorsements are as follows:

Westmoreland County -
Jesse Walker
Ted Kopas
Dante Bertani

Allegheny County
 Nick Futules (unannounced)
 Erin Molchany

Cambria County
 Ed Cemic

Beaver County
 Carol Fiorucci
 Joe Spanik (unannounced)
 George Quay (unannounced)

Lawrence County
 Commissioner Craig
 Mayor Tony Court
 Councilman Ciapetta (spelling??)

IBEW 5
 IBEW 29 (unannounced)

Women's Campaign Fund (unannounced)

We have been told that
 Steelworkers 1196 just needs to do the endorsement meeting. (Per president Fran Arabia)
 UFCW will endorse in Jan (per Kevin Kilroy)
 SEIU will endorse in Jan (per Neil Bizno, Rick Grejda)
 AFSCME will endorse soon (per Mickey Sgro)
 Mineworkers will endorse in March
 Carpenters will endorse soon but want to ensure national will max out
 Laborers had endorsed and said we could announce then asked us to hold off after talking to - Guess who.
 Ironworkers 3 will endorse and is trying for a max check.

We have good feedback thus far from
 Operating engineers
 Dinosaur Local
 Postal workers

Jack Shea has informed people, including Bill Peduto in my presence, that ACLC will be endorsing me. Beaver CLC is being held up thanks to you know who. Westmoreland CLC is - well, you all have met Bob. I haven't heard anything from Cambria since I spoke there but I was under the impression it went well. Ernie serenaded me with a few verses of Sinatra's "My Way" at the Central PA ALF meeting a month or so ago. So looking good so far. (Unless someone has seen him performing the George Michael classic "I want your sex" for Col. Hugya.)

Please feel free to alert me to any missing or confusing information in this email as well as any additional inquiries you deem necessary to adequately prepare.

I do have an exciting evening planned of watching Shameless reruns while I review the Social Security and Medicare Trustees Report for 2013 in search for information that contradicts the recent claims made by progressives regarding Chained CPI (which those who ascertain their entire dossier of policy information entirely from the AARP newsletter have come to regard as chain-link CPI.) So if you need anything, feel free to call, text or email at your leisure. I am also an insomniac so no need to account for the hour.

Have a delightful Sunday.
 Erin
 [Quoted text hidden]

3 attachments

 PA12- Polling Memo - Oct 2013.pdf
 50K

 **PA-12- IVR-Oct 2013-MQ.pdf**
95K

 **PA12- IVR- October 2013- Cross tabs.pdf**
214K

Adam Stokes
To: Samuel Wheeler

Wed, Feb 10, 2016 at 5:58 PM

----- Forwarded message -----

From: <

Date: Sun, Jan 5, 2014 at 3:27 PM

Subject: Re: Summary of yesterday's meeting and terms

To: Adam Stokes

Adam,

I also am very excited to have all of you on board. I was very impressed with each of you and I think your decision to create a firm that combines your expertise is wise and will be very successful.

The financials you have described below correlate with my understanding after our conversation yesterday. I will begin to compile all of the information you need immediately so we can get you up to speed ASAP.

I'll be in touch shortly.

Erin

On 05.01.2014 14:44, Adam Stokes wrote:

[Quoted text hidden]

Attachment 2

Agreement for Provision of Services Erin McClelland for Congress

1. Parties

1.1. This Agreement governs the provision of political consulting services from 446, LLP ("446"), a limited liability partnership, whose membership is comprised of Adam Stokes, Justin Wasser, and Samuel Wheeler, to Erin McClelland for Congress ("Campaign"), a congressional campaign headed by Erin McClelland ("Candidate").

2. Operations

2.1. Generally: 446 will manage the day-to-day operations of the Campaign and will provide general consulting for the campaign in the following areas: political, messaging, field, and operations.

2.2 Role of Candidate: Candidate will have final authority over all campaign decisions. 446's power and authority enumerated below are subject to Candidate's, but no other party's, final decision.

2.3 Campaign management

a) Campaign Manager: 446 will provide Adam Stokes to serve as full-time manager of day-to-day Campaign operations.

b) Roles and Responsibilities

- 1) Hire, train, and manage all current and subsequent Campaign staff
- 2) Set and oversee Candidate's daily schedule
- 3) Ensure candidate is staffed at all events
- 4) Serve as point person for press and political inquiries
- 5) Perform other duties not enumerated in this section but deemed necessary by Candidate or 446 within reasonable expectations of managerial role

c) Powers

- 1) Hire and fire all subsequent staff
- 2) Coordinate with existing consultants
- 3) Act as agent of Candidate and Campaign in all matters related to the campaign

2.4 General Consulting

a) Political: in the provision of political consulting for the Campaign, 446 will

- 1) Develop and advise on political strategy

b) Messaging: in the provision of messaging consulting for the Campaign, 446 will:

- 1) Develop and advise on messaging, media, branding, and marketing
- 2) Work with existing consultants on strategic messaging and marketing decisions

1-800-446-1007

c) Field: in the provision of field consulting for the Campaign, 446 will:

- 1) Develop and advise on Campaign field and Get Out The Vote plans
- 2) Hire and train field staff
- 3) Scout and open remote office locations

d) Operations: in the provision of operations consulting for the Campaign, 446 will:

- 1) Develop and advise on mechanisms of campaign management

e) Other: throughout the course of the Campaign, incident to other consulting duties, 446 will:

- 1) Coordinate with existing media and finance consultants

2.5 Campaign Expenses: All Campaign expenses, including 446's fee enumerated in Section 3 of the Agreement, will be paid by the Campaign.

2.6 Work product: Campaign is entitled to full-use of 446's work-product, including power maps, campaign planning documents and the like. However, 446 retains ownership over work product and Campaign and Candidate are prohibited from use and distribution of work product after termination of the Agreement without the express consent of 446.

3. Fee for Services

3.1 Consulting fee: the Campaign will pay 446 a consulting fee of ~~\$10,000~~ ^{\$8,000} per month.

a) Campaign may elect to pay 446 ~~\$8,000~~ ^{\$10,000} monthly, with the remaining balance of the \$10,000/month fee due on July, 1 2014, without interest.

b) 446's consulting fee will be paid monthly, by the last day of the month.

3.2 Win bonus: the Campaign will pay 446 a primary Win Bonus of one and one half month fee, equaling \$15,000. The Win bonus will be due on July 1, 2014.

3.3. Campaign will pay 446 a \$10,000 consulting fee for GOTV consulting and

4. Effective Date Election Day Services

4.1 This Agreement will go into effect on January 14, 2014.

4.2 The first payment from the Campaign to 446 will be due on January 31, 2014. The payment will equal one month's fee as enumerated in Section 3.1.

4.3 Until such time as 446, LLP is created pursuant to the laws of Pennsylvania:

a) The General Partnership of Stokes, Wasser, and Wheeler will assume all responsibilities enumerated in this contract.

b) All payments owed to 446, LLP will be made to the General Partnership of Stokes, Wasser, and Wheeler

5. Termination

5.1 This Agreement will terminate on May 31, 2014.

5.2 Should both parties wish to continue the Agreement through the 2014 General Election, this Agreement may be continued through November 11, 2014, through mutual written assent duly executed by both parties.

3.4 Any outstanding debt that exists after May 20th not covered by the due date in 3.1(a) shall be due on 9/1/14

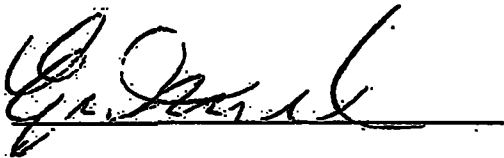
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5.3 Candidate Termination

- a) Candidate may elect to terminate the agreement at any time, for any reason.
- b) Should Candidate terminate the agreement for any reason other than failure to perform 446's operational responsibilities enumerated in Section 2 of the Agreement, abdication of responsibility, or conduct that reflects poorly on the Campaign, Candidate shall pay 446 ½ of the remaining fee to be paid to 446 pursuant to 3.1 of the Agreement.
 - i) Such payment will include the balance of any payments deferred pursuant to Section 3.1(a) of the Agreement prior to termination.

6. Integration

6.1 This writing constitutes the full and final agreement and understanding between the Campaign, the Candidate, and 446 superseding any and all prior or contemporaneous promises, understandings, commitments or agreements, whether oral or written. Any modification or waiver of the Agreement or any of its terms must be agreed to in writing signed by each party. All other agreements, negotiations, or offers are null and void.



Erin McClelland

5-19-14

Date



446, LLP

5/19/14

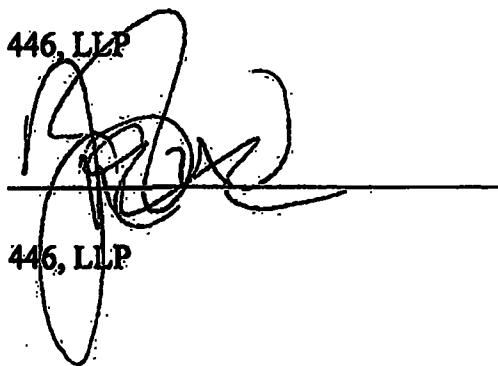
Date



446, LLP

5/19/14

Date



446, LLP

5/19/14

Date

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street)

PO BOX 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

15068

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

X

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

M M / D D / Y Y Y Y

in the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
01 01 2014

through

M M / D D / Y Y Y Y
03 31 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
04 15 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

**SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS**Use separate schedule(s)
for each category of the
Detailed Summary PageFOR LINE NUMBER:
(check only one)

PAGE 43 OF 49

<input checked="" type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input type="checkbox"/> 21

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

Full Name (Last, First, Middle Initial)

A. Adam StokesMailing Address 712 Brookline Blvd
Apt 2

City Pittsburgh State PA Zip Code 15226-2164

Purpose of Disbursement
management consulting fees

Candidate Name

Office Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
01 31 2014

Amount of Each Disbursement this Period

6000.00

Transaction ID : VN7MX9QQF80

Full Name (Last, First, Middle Initial)

B. Adam StokesMailing Address 712 Brookline Blvd
Apt 2

City Pittsburgh State PA Zip Code 15226-2164

Purpose of Disbursement
consulting fee - campaign management

Candidate Name

Office Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
03 17 2014

Amount of Each Disbursement this Period

6000.00

Transaction ID : VN7MX9RN4V9

Full Name (Last, First, Middle Initial)

C. Turks Investments, LLC

Mailing Address 3201 Morningside Dr

City Allison Park State PA Zip Code 15101-1121

Purpose of Disbursement
office rent

Candidate Name

Office Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
02 06 2014

Amount of Each Disbursement this Period

2000.00

Transaction ID : VN7MX9R3GH3

SUBTOTAL of Disbursements This Page (optional).....

14000.00

TOTAL This Period (last page this line number only).....

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (In full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

X

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y 05 20 2014

in the
State of PA

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y 04 01 2014

through

M M / D D / Y Y Y Y 04 30 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y 05 08 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE B (FEC Form 3) **ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

PAGE 17 OF 20

☒ 17 ☐ 18 ☐ 19a ☐ 19b
20a 20b 20c 21

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NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

Full Name (Last, First, Middle Initial)

A. Kelly K O'Donnell

Mailing Address 130 Kilbuck Dr

City
Monroeville

State
PA

Zip Code
15146-4906

Purpose of Disbursement
consulting fee- fundraising

Candidate Name

Category/
Type

Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014

☒ Primary ☐ General
☐ Other (specify)

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
04 15 2014

Amount of Each Disbursement this Period

2000.00

Transaction ID : VN7MX9S5CM4

B. PNC Bank

Mailing Address 915 Freeport Rd

City
Pittsburgh

State
PA

Zip Code
15238-3123

Purpose of Disbursement
service charges

Candidate Name

Category/
Type

Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014

☒ Primary ☐ General
☐ Other (specify)

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
04 01 2014

Amount of Each Disbursement this Period

105.00

Transaction ID : VN7MX9S0N08

C. Adam Stokes

Mailing Address 712 Brookline Blvd
Apt 2

City
Pittsburgh

State
PA

Zip Code
15226-2164

Purpose of Disbursement
consulting fees - campaign management

Candidate Name

Category/
Type

Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014

☒ Primary ☐ General
☐ Other (specify)

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
04 11 2014

Amount of Each Disbursement this Period

5900.00

Transaction ID : VN7MX9S0MS3

SUBTOTAL of Disbursements This Page (optional)

8005.00

TOTAL This Period (last page this line number only)

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼

Example: If typing, type over the lines.

12FE4M5

Erin McClelland for Congress

ADDRESS (number and street)

Po Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

X July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y

In the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y

In the
State of

5. Covering Period

M M / D D / Y Y Y Y
05 01 2014

through

M M / D D / Y Y Y Y
06 30 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
07 15 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE B (FEC Form 3) **ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

PAGE 48 OF 52

☒ 17 ☐ 18 ☐ 19a ☐ 19b
20a 20b 20c 21

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NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

Full Name (Last, First, Middle Initial)

A. Adam Stokes

Date of Disbursement

M M / D D / Y Y Y Y
05 09 2014

Mailing Address 712 Brookline Blvd
Apt 2

City State Zip Code
Pittsburgh PA 15226-2164

Purpose of Disbursement
consulting fees - management

Candidate Name

Category/
Type

Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

3000.00

Transaction ID : VN7MX9SBD66

Full Name (Last, First, Middle Initial)

B. Adam Stokes

Date of Disbursement

M M / D D / Y Y Y Y
05 13 2014

Mailing Address 712 Brookline Blvd
Apt 2

City State Zip Code
Pittsburgh PA 15226-2164

Purpose of Disbursement
campaign management consulting fee

Candidate Name

Category/
Type

Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

3000.00

Transaction ID : VN7MX9SJYH4

Full Name (Last, First, Middle Initial)

C. Turks Investments, LLC

Date of Disbursement

M M / D D / Y Y Y Y
05 02 2014

Mailing Address 3201 Morningside Dr

City State Zip Code
Allison Park PA 15101-1121

Purpose of Disbursement
office rent

Candidate Name

Category/
Type

Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

2000.00

Transaction ID : VN7MX9S9YG4

SUBTOTAL of Disbursements This Page (optional)

8000.00

TOTAL This Period (last page this line number only)

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

X October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

M M / D D / Y Y Y Y

in the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
07 01 2014

through

M M / D D / Y Y Y Y
09 30 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
10 15 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS

 Use separate schedule(s)
 for each category of the
 Detailed Summary Page

 FOR LINE NUMBER:
 (check only one)

PAGE 79 OF 82

<input type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input checked="" type="checkbox"/> 21

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NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

Full Name (Last, First, Middle Initial)

A. Adam Stokes

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
07			03			2014			

Mailing Address 712 Brookline Blvd
Apt 2

City	State	Zip Code
Pittsburgh	PA	15226-2164

Amount of Each Disbursement this Period

Purpose of Disbursement
debt repayment - campaign management consulting fees

6000.00

Transaction ID : VN7MX9TFK46

Candidate Name

Category/
Type
 Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For: 2014

☒ Primary ☐ General
☐ Other (specify)

State: District:

Full Name (Last, First, Middle Initial)

B.

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Mailing Address

City	State	Zip Code
------	-------	----------

Amount of Each Disbursement this Period

Purpose of Disbursement

Candidate Name

Category/
Type
 Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For:

☐ Primary ☐ General
☐ Other (specify)

State: District:

Full Name (Last, First, Middle Initial)

C.

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

Mailing Address

City	State	Zip Code
------	-------	----------

Amount of Each Disbursement this Period

Purpose of Disbursement

Candidate Name

Category/
Type
 Office Sought: ☐ House
☐ Senate
☐ President

Disbursement For:

☐ Primary ☐ General
☐ Other (specify)

State: District:

SUBTOTAL of Disbursements This Page (optional).....

6000.00

TOTAL This Period (last page this line number only).....

6000.00

16044401017

Attachment 4

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF
COMMITTEE (In full)

TYPE OR PRINT ▼

Example: If typing, type
over the lines.

12FE4M5

Erin McClelland for Congress

ADDRESS (number and street)
▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

STATE ▼ DISTRICT

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

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January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y

In the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y

In the
State of

5. Covering Period

M M / D D / Y Y Y Y
07 01 2014

through

M M / D D / Y Y Y Y
09 30 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
10 15 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

**SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS**Use separate schedule(s)
for each category of the
Detailed Summary PageFOR LINE NUMBER:
(check only one)

PAGE 74 OF 82

<input checked="" type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input type="checkbox"/> 21

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NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

Full Name (Last, First, Middle Initial)

A. Stokes, Wasser and Wheeler, LLP

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
07			03			2014			

Mailing Address 712 Brookline Blvd
Apt 2

City	State	Zip Code
Pittsburgh	PA	15226-2164

Purpose of Disbursement
campaign management consulting fees

Candidate Name

Category/
TypeOffice Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☐ Primary ☒ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

5000.00

Transaction ID : VN7MX9TFK20

Full Name (Last, First, Middle Initial)

B. Stokes, Wasser and Wheeler, LLP

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
08			01			2014			

Mailing Address 712 Brookline Blvd
Apt 2

City	State	Zip Code
Pittsburgh	PA	15226-2164

Purpose of Disbursement
consulting fees - campaign management

Candidate Name

Category/
TypeOffice Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☐ Primary ☒ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

10000.00

Transaction ID : VN7MX9TPKA9

Full Name (Last, First, Middle Initial)

C. Alexandra Sybo

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
09			15			2014			

Mailing Address 19 Cambria Point St

City	State	Zip Code
Pittsburgh	PA	15209-1209

Purpose of Disbursement
consulting fee - deputy finance director

Candidate Name

Category/
TypeOffice Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☐ Primary ☒ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

750.00

Transaction ID : VN7MX9VP592

SUBTOTAL of Disbursements This Page (optional)

15750.00

TOTAL This Period (last page this line number only)

1100440-10-10



Attachment 5

Sam Wheeler

Winding Down

2 messages

Sam Wheeler

Mon, Aug 11, 2014 at 1:14 PM

To: Scott Dworkin <scott@bulldogfinancegroup.com>, Erin
Cc: Adam Stokes Justin Wasser

Hey Erin, Scott,

I wanted to write to respond to a couple points to Scott's text message from earlier today, to clarify a few points relating to the termination of our agreement, and to discuss moving forward.

1) **Termination Date:** The last day of the arrangement between Erin and the Campaign and Adam, Justin, and I was Friday, August 8th. As of that date, we did not have an agreement with Erin or the Campaign for August or any date past August. We will not be asking for payment for the first week of August.

2) **Balance Owed:** The current outstanding balance owed to us is \$35,000. This entire balance is money owed from the primary, as June and July have been completely paid for. For reference, per the terms of our last agreement, this amount reflects \$10,000 in monthly payments that were deferred each month (\$2,000/months), \$10,000 in GOTV consulting, and a \$15,000 primary win bonus.

Our final agreement stipulated that \$15,000 was due on July 1 and the remaining \$20,000 was due on September 1. As we missed the July 1 deadline for the first part, absent further communication from Erin, the Campaign, or its agents, we will treat September 1 as the due date for the entire balance.

3) **Work Product:** Per the terms of our agreement, all work product is fully and completely owned by us. For your convenience, Section 2.6 of the Agreement for Provision of Services is excerpted directly below:

2.6 Work product: Campaign is entitled to full-use of 446's work-product, including power maps, campaign planning documents and the like. **However, 446 retains ownership over work product and Campaign and Candidate are prohibited from use and distribution of work product after termination of the Agreement without the express consent of 446.** (emphasis mine).

Just to clarify, our agreement clearly states that we retain full ownership over all intellectual property and work product created for Erin and the Campaign, and that Erin and the Campaign lose their license to use such work product at the termination of the agreement. In taking down our notes from the wall and securing our files electronically, we are merely abiding by the terms of the agreement signed in January.

Furthermore, any continued use of our intellectual property or work product - through the use of copies made without our knowledge by any campaign staff or the use of materials we forgot to take, secure, or delete - is also prohibited per the terms of the contract.

All that being said, if Erin or the Campaign wants to use our work product through the end of the campaign, we are happy to have that discussion to see if we can work something out.

4) **Transition:** Adam, Justin, and I are no longer employed or contracted with by the campaign as of last Friday. Our current plan for transition is to simply forward all calls and requests to Erin. We are happy to also include the contact information of Kelly, Abby, or anyone else as well, just let us know.

Adam's key should be at the office. Justin and I are both currently traveling but ours will be dropped off once we are back in the state.

Adam has moved forward on making Abby the VAN administrator with the state party.

If Erin or the Campaign requires any further transition work from us - whether it involves searching for our

replacement, bringing that replacement up to speed, or contacting individuals to tell them about the change - we are happy to have that discussion to see if we can work something out, cognizant of the fact that it would be separate to any arrangement we had.

Finally, on a personal note, good luck, good hunting, game on. I really wish you all the best with the remainder of the campaign. Keith Rothfus is an empty shirt and I truly believe you have a real shot of winning this thing in November. I'll be rooting for you, and I know Adam and Justin will be as well.

Please let me know if you have any questions or concerns, or if you want to discuss anything further. I would ask that I be the primary point of contact for any inquiries regarding this message or any matters regarding transition. I will be available most of the day by email and cell phone.

Build Cathedrals,
Sam

Scott Dworkin <scott@bulldogfinancegroup.com>

Mon, Aug 11, 2014 at 1:44 PM

To: Sam Wheeler

Cc: Erin

Adam Stokes

Justin Wasser

Thanks Sam- can you send me a copy of the contract just so I have it?

Scott J. Dworkin
Founder & CEO
Bulldog Finance Group
O: (202) 263-4628
Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com

[Quoted text hidden]



Attachment 6

Sam Wheeler

Follow up and invoice: 8/26/14

12 messages

Sam Wheeler

Tue, Aug 26, 2014 at 10:10 AM

To: Erin , Kelly O'Donnell

Cc: Scott Dworkin <scott@bulldogfinancegroup.com>, Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes , Justin Wasser

Hey Erin and Kelly (and Scott and Sam)

Attached is the invoice for the current outstanding balance owed to Justin, Adam, and myself. As I said in my last email, sent on August 11th, the current amount owed is **\$35,000** and is due on **September 1st**.

As we have not heard from Erin, the campaign, or its employees or agents since my last communication, Justin, Adam, and I are operating under the assumption that this amount will be paid in full by no later than September 1st.

Should you have any questions or concerns, do not hesitate to reach out. As I said in the August 11th email, I ask that you use me as your primary point of contact so that we can avoid any miscommunications or misunderstandings.

I hope things are going well as the campaign rounds the corner into Labor Day.

Best,
Sam

 **INVOICE_SWW 8.26.14.pdf**
85K

Leonard Rubin <leonard@bulldogfinancegroup.com>

Tue, Aug 26, 2014 at 1:27 PM

To: Adam Stokes , Sam Wheeler

Cc: erin >

Hi Sam, Adam, and Justin,

I've taken over as Erin's campaign manager and attorney. When's a good time for us to chat?

Best,

Leonard S. Rubin
Vice President
Bulldog Finance Group
c: (570) 205-0954

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com

On Tue, Aug 26, 2014 at 1:19 PM, Leonard Rubin

> wrote:

----- Forwarded message -----

From:

INVOICE

Stokes, Wasser & Wheeler, LLP

712 Brookline Blvd, Apt 2
Pittsburgh, PA 15226

Bill to:

ATTN: Erin McClelland, Kelly O'Donnell
Erin McClelland for Congress

Date DUE:

1 September 2014

Description	Amount
1. Balance of differed payments: January-May - DUE: immediately	\$10,000.00
2. Primary win bonus - DUE: immediately	\$15,000.00
3. GOTV consulting fee - DUE: September 1, 2014	\$10,000.00

Total:	\$35,000.00
Total PAID:	\$0.00
Total DUE:	\$35,000.00

Payments can be made direct deposit, online or via check made out to Stokes, Wasser & Wheeler, LLP. Please contact Samuel Wheeler at or at with any questions.

Thank-you.

Date: Tue, Aug 26, 2014 at 10:14 AM
Subject: Fwd: Follow up and invoice: 8/26/14
To:

----- Original Message -----

Subject: Follow up and invoice: 8/26/14
Date: 26.08.2014 10:10
From: Sam Wheeler
To: Erin , "Kelly O'Donnell" <
Cc: Scott Dworkin <scott@bulldogfinancegroup.com>, Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes , Justin Wasser <j

Hey Erin and Kelly (and Scott and Sam)

Attached is the invoice for the current outstanding balance owed to Justin, Adam, and myself. As I said in my last email, sent on August 11th, the current amount owed is \$35,000 and is due on SEPTEMBER 1ST.

As we have not heard from Erin, the campaign, or its employees or agents since my last communication, Justin, Adam, and I are operating under the assumption that this amount will be paid in full by no later than September 1st.

Should you have any questions or concerns, do not hesitate to reach out. As I said in the August 11th email, I ask that you use me as your primary point of contact so that we can avoid any miscommunications or misunderstandings.

I hope things are going well as the campaign rounds the corner into Labor Day.

Best,
Sam

Sam Wheeler
To: Leonard Rubin <leonard@bulldogfinancegroup.com>
Cc: Adam Stokes

Tue, Aug 26, 2014 at 3:54 PM

erin

Hi Leonard,

I'm available today after 5 and tomorrow at your convenience. Let me know. My number is 814-322-2375.

Best,
Sam
[Quoted text hidden]

Scott Dworkin <scott@bulldogfinancegroup.com>

Wed, Aug 27, 2014 at 9:41 AM

To: Sam Wheeler
Cc: Kelly O'Donnell , Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes
>, Justin Wasser

Hi

Leonard Rubin, the new CM reached out to you yesterday just wanted to make sure you knew he was authorized to reach an agreement.

Scott J. Dworkin
Founder & CEO
Bulldog Finance Group
O: (202) 263-4628
Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com
[Quoted text hidden]

<INVOICE_SWW 8.26.14.pdf>

Scott Dworkin <scott@bulldogfinancegroup.com>
To: Sam Wheeler
Cc: Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes

Wed, Aug 27, 2014 at 9:48 AM

Justin Wasser

<

Hey Sam-

There is one big hiccup due to some company named propel. Do you happen to have their original contract? They are trying to cite y'all as a reason they "can charge \$20,000" or something crazy like that to the campaign account in addition to what they say they are owed. It's hindering my ability to get y'all an agreement in place so that's probably the last roadblock here. I think they are billing around 40k total.

I hope y'all are doing well.

Scott J. Dworkin
Founder & CEO
Bulldog Finance Group
O: (202) 263-4628
Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com

On Aug 26, 2014, at 10:10 AM, Sam Wheeler <

> wrote:

[Quoted text hidden]

<INVOICE_SWW 8.26.14.pdf>

Sam Wheeler
To: Scott Dworkin <scott@bulldogfinancegroup.com>
Cc: Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes

Wed, Aug 27, 2014 at 9:49 AM

>, Justin Wasser

The first thing Leonard told me on the call was that you were advocating paying us nothing, Scott.

We will be in touch.

[Quoted text hidden]

Scott Dworkin <scott@bulldogfinancegroup.com>
To: Sam Wheeler

Wed, Aug 27, 2014 at 9:59 AM

Cc: Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes

, Justin Wasser

You do know they have video and audio of your demeanor with staff, right?

Scott J. Dworkin
Founder & CEO
Bulldog Finance Group
O: (202) 263-4628
Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com
[Quoted text hidden]

Scott Dworkin <scott@bulldogfinancegroup.com>

Wed, Aug 27, 2014 at 10:28 AM

To: Sam Wheeler

Cc: Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes

, Justin Wasser

<

And he is incorrect on that front- no one has been a bigger advocate for squaring this away than me. No one also understands what it's like to have outstanding bills at a consulting firm like I do.

Scott J. Dworkin
Founder & CEO
Bulldog Finance Group
O: (202) 263-4628
Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com
[Quoted text hidden]

Scott Dworkin <scott@bulldogfinancegroup.com>

Wed, Sep 3, 2014 at 10:33 PM

To: Sam Wheeler

Cc: Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes

, Justin Wasser

Leonard is gone now.

Erin should have a good amount in her primary account shortly.

Can y'all come up with a payment plan where it's not just one payment?

Would you guys accept 20k? I think we could get that to you quickly. I'm just trying to put this to rest and get y'all settled up.

Scott J. Dworkin
Founder & CEO
Bulldog Finance Group
O: (202) 263-4628
Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes
www.bulldogfinancegroup.com
[Quoted text hidden]

Sam Wheeler <

To: Stephen Magley <SJM@omalleyandmagley.com>

Wed, Sep 3, 2014 at 10:34 PM



1-604440-101-2

Attachment 7

O'Malley and Magley, L.L.P.
Attorneys at Law

Reply to:

5280 Steubenville Pike
Pittsburgh, PA 15205
Phone: (412) 788-1200
Fax: (412) 788-2008

E-mail:

oandm@omalleyandmagley.com

630 Freedom Business Center
King of Prussia, PA 19406
Phone: (610) 205-2914
Fax: (610) 768-7701

October 14, 2014

Erin McClelland
Erin McClelland for Congress
309 Freeport Road
Aspinwall, PA 15215

RE: 446 LLP Stokes/Wasser/Wheeler

Dear Ms. McClelland:

My name is Stephen Magley and I am writing to inform you that I have been retained as counsel by Stokes, Wasser, and Wheeler, LLP in connection with their ongoing contractual dispute with the Erin McClelland for Congress Campaign and you individually. The campaign is currently past-due on the amount owed to my clients. A copy of the final invoice, last sent to you on August 26, 2014, is attached to this message for your convenience.

It is my understanding that my clients last communicated with you and the McClelland Campaign regarding this matter on September 10, 2014, in an e-mail message written by Mr. Wheeler. The message was addressed to Mr. Scott Dworkin, Mr. Sam Jones, Ms. Kelly O'Donnell and you. I understand that, as of the time of this writing, the message has gone unanswered.

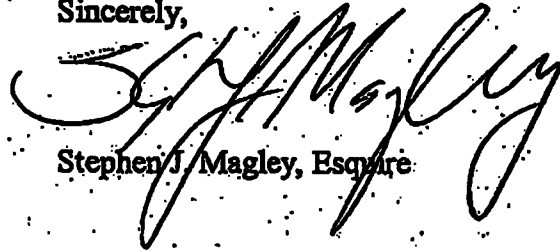
I am writing to request communication from you or your agents or employees within seventy-two (72) hours of receipt of this message. Should I not hear from you within seventy-two (72) hours, my clients will exercise all of their rights under Pennsylvania state law including preparing and filing a Complaint in Civil Action for Breach of Contract.

Finally, it has come to my attention that on August 27, 2014, Mr. Dworkin, acting as an agent of the McClelland Campaign, informed my clients in an e-mail message that the campaign had obtained an unauthorized video and audio recording of my clients. A copy of that e-mail is also attached for your convenience. As you and Mr. Dworkin may not be aware, Pennsylvania law requires that all parties to an oral communication must consent before that communication can be recorded. In fact, obtaining an audio recording of a conversation without the consent of all parties is a violation of 18 Pa. Cons. Stat. Ann. § 5703, which I understand is a third-degree felony in Pennsylvania.

My clients take this matter very seriously. If I do not receive assurances from the McClelland Campaign that no such recording exists and that no such recording was ever illegally intercepted, these facts will be reported to the offices of the District Attorney of Allegheny County and the Pennsylvania Attorney General.

I hope to hear from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Magley". The signature is fluid and cursive, with the first name "Stephen" and last name "Magley" clearly distinguishable.

Stephen J. Magley, Esquire

SJM

1-800-441-1000

INVOICE

Stokes, Wasser & Wheeler, LLP

712 Brookline Blvd, Apt 2

Pittsburgh, PA 15226

814.322.2375

Bill to:

ATTN: Erin McClelland, Kelly O'Donnell

Erin McClelland for Congress

Date DUE:

1 September 2014

Description	Amount
1. Balance of differed payments: January-May DUE: immediately	\$10,000.00
2. Primary win bonus DUE: immediately	\$15,000.00
3. GOTV consulting fee DUE: September 1, 2014	\$10,000.00

Total:	\$35,000.00
Total PAID:	\$0.00
Total DUE:	\$35,000.00

Payments can be made direct deposit, online or via check made out to Stokes, Wasser & Wheeler, LLP. Please contact Samuel Wheeler at 814.322.2375 or at with any questions.

Thank-you.

10/14/2014

Gmail - Follow up and invoice: 8/26/14



Adam Stokes

Follow up and invoice: 8/26/14

Scott Dworkin <scott@bulldogfinancegroup.com>

Wed, Aug 27, 2014 at 9:59 AM

To: Sam Wheeler >

Cc: Sam Jones <sjones@bulldogfinancegroup.com>, Adam Stokes

, Justin Wasser

You do know they have video and audio of your demeanor with staff, right?

Scott J. Dworkin

Founder & CEO

Bulldog Finance Group

O: (202) 263-4628

Scott@bulldogfinancegroup.com

Fundraising for Campaigns & Causes

www.bulldogfinancegroup.com

[Quoted text hidden]

Attachment 8

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street)

Po Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

X

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

M M / D D / Y Y Y Y

in the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
05 01 2014

through

M M / D D / Y Y Y Y
06 30 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
07 15 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 52 OF 52

FOR LINE NUMBER:
(check only one)
☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Propel Marketing

Nature of Debt (Purpose):

website development and social media
services (estimated expense)

Mailing Address 108 Myrtle St

City State

Zip Code

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period

Transaction ID : VN5PD9H9T55

0.00

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

12000.00

0.00

12000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLP

Nature of Debt (Purpose):

campaign management consulting

Mailing Address 712 Brookline Blvd

Apt 2

City State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

Transaction ID : VN5PD9H9T47

0.00

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

35000.00

0.00

35000.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Adam Stokes

Nature of Debt (Purpose):

Campaign management consulting

Mailing Address 712 Brookline Blvd

Apt 2

City

State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

Transaction ID : VN5PD9H9SX1

0.00

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

6000.00

0.00

6000.00

1) SUBTOTALS This Period This Page (optional) ▶

53000.00

2) TOTALS This Period (last page this line number only) ▶

53000.00

3) TOTAL OUTSTANDING LOANS from Schedule C (last page only) ▶

5400.00

4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only) ▶

58400.00

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

C C00543918

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

3. IS THIS REPORT X NEW (N) OR AMENDED (A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

X October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y in the State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y in the State of

5. Covering Period M M / D D / Y Y Y Y 07 01 2014 through M M / D D / Y Y Y Y 09 30 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer David Lazear [Electronically Filed] Date

M M / D D / Y Y Y Y 10 15 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 82 OF 82

FOR LINE NUMBER:
(check only one)
☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Propel Marketing

Nature of Debt (Purpose):

website development and social media
services (estimated expense)

Mailing Address 108 Myrtle St

City State

Zip Code

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period

12000.00

Transaction ID : VN5PD9H9T55

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

12000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLP

Nature of Debt (Purpose):

campaign management consulting

Mailing Address 712 Brookline Blvd

Apt 2

City State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

35000.00

Transaction ID : VN5PD9H9T47

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

35000.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Adam Stokes

Nature of Debt (Purpose):

Campaign management consulting

Mailing Address 712 Brookline Blvd

Apt 2

City State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

6000.00

Transaction ID : VN5PD9H9SX1

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

6000.00

0.00

1) SUBTOTALS This Period This Page (optional)	▶	47000.00
2) TOTALS This Period (last page this line number only)	▶	47000.00
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)	▶	5400.00
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	▶	52400.00

1100540-1000001

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

10568

2. FEC IDENTIFICATION NUMBER ▼

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

X

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y
11 / 04 / 2014In the
State of PA

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
10 / 01 / 2014

through

M M / D D / Y Y Y Y
10 / 15 / 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Dave Lazear

Signature of Treasurer

Dave Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
10 / 23 / 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 28 OF 28

FOR LINE NUMBER:
(check only one)
☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Propel Marketing

Nature of Debt (Purpose):

website development and social media
services (estimated expense)

Mailing Address 108 Myrtle St

City State

Zip Code

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period

12000.00

Transaction ID : VN5PD9H9T55

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

12000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLP

Nature of Debt (Purpose):

campaign management consulting

Mailing Address 712 Brookline Blvd
Apt 2

City State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

35000.00

Transaction ID : VN5PD9H9T47

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

35000.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City

State

Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

1) SUBTOTALS This Period This Page (optional)	▶	47000.00
2) TOTALS This Period (last page this line number only)	▶	47000.00
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)	▶	5400.00
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	▶	52400.00

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

15068

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

STATE ▼ DISTRICT

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y

In the
State of

(c) 30-Day POST-Election Report for the:

X

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y
11 04 2014In the
State of PA

5. Covering Period

M M / D D / Y Y Y Y
10 16 2014

through

M M / D D / Y Y Y Y
11 24 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
12 04 2014

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 37 OF 37

FOR LINE NUMBER:
(check only one)☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Propel Marketing

Nature of Debt (Purpose):

website development and social media
services (estimated expense)

Mailing Address 108 Myrtle St

City State

Zip Code

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period

12000.00

Transaction ID : VN5PD9H9T55

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

12000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLP

Nature of Debt (Purpose):

campaign management consulting

Mailing Address 712 Brookline Blvd
Apt 2

City State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

35000.00

Transaction ID : VN5PD9H9T47

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

35000.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City

State

Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

1) **SUBTOTALS** This Period This Page (optional)

47000.00

2) **TOTALS** This Period (last page this line number only)

47000.00

3) **TOTAL OUTSTANDING LOANS** from Schedule C (last page only)

5400.00

4) **ADD 2) and 3)** and carry forward to appropriate line of Summary Page (last page only)

52400.00

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

15068

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

X January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y

In the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y

In the
State of

5. Covering Period M M / D D / Y Y Y Y 11 25 2014 through M M / D D / Y Y Y Y 12 31 2014

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y 01 30 2015

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 12 OF 12

FOR LINE NUMBER:
(check only one)☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLP

Nature of Debt (Purpose):

campaign management consulting

Mailing Address 712 Brookline Blvd
Apt 2City State Zip Code
Pittsburgh PA 15226-2164

Outstanding Balance Beginning This Period

35000.00

Transaction ID: VN5PD9H9T47

Amount Incurred This Period

0.00

Payment This Period

0.00

Outstanding Balance at Close of This Period

35000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City State Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City State Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

1) SUBTOTALS This Period This Page (optional)	35000.00
2) TOTALS This Period (last page this line number only)	51000.00
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only)	5400.00
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only)	56400.00

160444019411

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (In full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street)

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

15068

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

STATE ▼ DISTRICT

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

X April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

M M / D D / Y Y Y Y

Election on

In the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

M M / D D / Y Y Y Y

Election on

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
01 01 2015

through

M M / D D / Y Y Y Y
03 31 2015

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer David Lazear

Signature of Treasurer

David Lazear

[Electronically Filed]

Date

M M / D D / Y Y Y Y
04 15 2015

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)
DEBTS AND OBLIGATIONS
Excluding Loans

(Use separate
 schedule(s)
 for each
 numbered line)

PAGE 12 OF 12

FOR LINE NUMBER:
 (check only one)

☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor
 Stokes, Wasser and Wheeler, LLP

Nature of Debt (Purpose):
 campaign management consulting

Mailing Address 712 Brookline Blvd
 Apt 2

City State Zip Code
 Pittsburgh PA 15226-2164

Outstanding Balance Beginning This Period

Transaction ID : VN5PD9H9T47

35000.00

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

0.00

0.00

35000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City State Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Nature of Debt (Purpose):

Mailing Address

City State Zip Code

Outstanding Balance Beginning This Period

Amount Incurred This Period

Payment This Period

Outstanding Balance at Close of This Period

1) SUBTOTALS This Period This Page (optional) ▶

35000.00

2) TOTALS This Period (last page this line number only) ▶

49000.00

3) TOTAL OUTSTANDING LOANS from Schedule C (last page only) ▶

5400.00

4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only) ▶

54400.00

11007440-1037M

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress

ADDRESS (number and street) ▼

PO Box 2824

Check if different
than previously
reported. (ACC)

Lower Burrell

PA

15068

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

X July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

M M / D D / Y Y Y Y

In the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

M M / D D / Y Y Y Y

In the
State of

5. Covering Period

M M / D D / Y Y Y Y
04 01 2015

through

M M / D D / Y Y Y Y
06 30 2015

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Douglas Campbell

Signature of Treasurer

Douglas Campbell

[Electronically Filed]

Date

M M / D D / Y Y Y Y
07 15 2015

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 26 OF 26

FOR LINE NUMBER:
(check only one)☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Persio & ScansaroliNature of Debt (Purpose):
rent for Johnstown office

Mailing Address 430 Main St

City State

Zip Code

Johnstown

PA

15901-1823

Outstanding Balance Beginning This Period

2000.00

Transaction ID : VN5PD9HANB9

Amount Incurred This Period

0.00

Payment This Period

1000.00

Outstanding Balance at Close of This Period

1000.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Propel MarketingNature of Debt (Purpose):
website development and social media
services (estimated expense)

Mailing Address 108 Myrtle St

City State

Zip Code

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period

12000.00

Transaction ID : VN5PD9H9T55

Amount Incurred This Period

0.00

Payment This Period

0.00

Outstanding Balance at Close of This Period

12000.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLPNature of Debt (Purpose):
campaign management consultingMailing Address 712 Brookline Blvd
Apt 2

City

State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

35000.00

Transaction ID : VN5PD9H9T47

Amount Incurred This Period

0.00

Payment This Period

0.00

Outstanding Balance at Close of This Period

35000.00

1) SUBTOTALS This Period This Page (optional)	▶			48000.00
2) TOTALS This Period (last page this line number only)	▶			48000.00
3) TOTAL OUTSTANDING LOANS from Schedule C (last page only).....	▶			5400.00
4) ADD 2) and 3) and carry forward to appropriate line of Summary Page (last page only) ▶				53400.00

**FEC
FORM 3****REPORT OF RECEIPTS
AND DISBURSEMENTS**
For An Authorized Committee

Office Use Only

1. NAME OF
COMMITTEE (in full)

TYPE OR PRINT ▼

Example: If typing, type
over the lines.

12FE4M5

Erin McClelland for Congress, Inc.

ADDRESS (number and street)

918 Carlisle Street

Check if different
than previously
reported. (ACC)

Natrona Heights

PA

15065

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

C C00543918

3. IS THIS
REPORTX NEW
(N) ORAMENDED
(A)

STATE ▼ DISTRICT

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

X October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on M M / D D / Y Y Y Y

in the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
07 01 2015

through

M M / D D / Y Y Y Y
09 30 2015

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Douglas Campbell

Signature of Treasurer

Douglas Campbell

[Electronically Filed]

Date

M M / D D / Y Y Y Y
10 15 2015

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
Only**FEC FORM 3**
(Revised 02/2003)

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 21 OF 21

FOR LINE NUMBER:
(check only one)☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress, Inc.

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Persio & ScansaroliNature of Debt (Purpose):
rent for Johnstown office

Mailing Address 430 Main St

City State

Zip Code

Johnstown

PA

15901-1823

Outstanding Balance Beginning This Period

1000.00

Transaction ID : VN5PD9HANB9

Amount Incurred This Period

0.00

Payment This Period

1000.00

Outstanding Balance at Close of This Period

0.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Propel MarketingNature of Debt (Purpose):
website development and social media
services (estimated expense)

Mailing Address 108 Myrtle St

City State

Zip Code

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period

12000.00

Transaction ID : VN5PD9H9T55

Amount Incurred This Period

0.00

Payment This Period

0.00

Outstanding Balance at Close of This Period

12000.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor

Stokes, Wasser and Wheeler, LLPNature of Debt (Purpose):
campaign management consultingMailing Address 712 Brookline Blvd
Apt 2

City

State

Zip Code

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period

35000.00

Transaction ID : VN5PD9H9T47

Amount Incurred This Period

0.00

Payment This Period

0.00

Outstanding Balance at Close of This Period

35000.00

1) **SUBTOTALS** This Period This Page (optional)

47000.00

2) **TOTALS** This Period (last page this line number only)

47000.00

3) **TOTAL OUTSTANDING LOANS** from Schedule C (last page only)

5400.00

4) **ADD 2) and 3)** and carry forward to appropriate line of Summary Page (last page only)

52400.00

16084440-1074

Attachment 9

FEC
FORM 3REPORT OF RECEIPTS
AND DISBURSEMENTS

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT ▼ Example: If typing, type over the lines. 12FE4M5

Erin McClelland for Congress, Inc.

ADDRESS (number and street)

918 Carlisle Street

Check if different
than previously
reported. (ACC)

Natrona Heights

PA

15085

2. FEC IDENTIFICATION NUMBER ▼

CITY ▲

STATE ▲

ZIP CODE ▲

STATE ▼ DISTRICT

C C00543918

3. IS THIS
REPORT

X

NEW
(N)

OR

AMENDED
(A)

PA

12

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

X January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

M M / D D / Y Y Y Y

In the
State of

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

M M / D D / Y Y Y Y

in the
State of

5. Covering Period

M M / D D / Y Y Y Y
10 01 2015

through

M M / D D / Y Y Y Y
12 31 2015

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Douglas Campbell

Signature of Treasurer

Douglas Campbell

[Electronically Filed]

Date

M M / D D / Y Y Y Y
01 31 2016

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

Office
Use
OnlyFEC FORM 3
(Revised 02/2003)

**SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS**Use separate schedule(s)
for each category of the
Detailed Summary PageFOR LINE NUMBER:
(check only one)

PAGE 39 OF 44

<input checked="" type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
20a	20b	20c	21

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress, Inc.

Full Name (Last, First, Middle Initial)

A. Stokes, Wasser and Wheeler, LLP

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
12			31			2015			

Mailing Address 712 Brookline Blvd
Apt 2

City	State	Zip Code
Pittsburgh	PA	15226-2164

Purpose of Disbursement
debt zeroed

Candidate Name

Category/
TypeOffice Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2014
☒ Primary ☐ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

35000.00

Transaction ID : VN7MXA0NZ85

[MEMO ITEM]

Full Name (Last, First, Middle Initial)

B. Woodfield Group

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
11			02			2015			

Mailing Address 1118 Old Breckenridge Ln

City	State	Zip Code
Montgomery	AL	36117-8961

Purpose of Disbursement
compliance consulting

Candidate Name

Category/
TypeOffice Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2016
☒ Primary ☐ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

2400.00

Transaction ID : VN7MXA0NDY8

Full Name (Last, First, Middle Initial)

C. Wyndham Midtown

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
12			15			2015			

Mailing Address 205 E 45th St

City	State	Zip Code
New York	NY	10017-3301

Purpose of Disbursement
travel expense - hotel

Candidate Name

Category/
TypeOffice Sought: ☐ House
☐ Senate
☐ PresidentDisbursement For: 2016
☒ Primary ☐ General
☐ Other (specify)

State: District:

Amount of Each Disbursement this Period

1270.00

Transaction ID : VN7MXA0NEG0

SUBTOTAL of Disbursements This Page (optional).....

3670.00

TOTAL This Period (last page this line number only).....

11004440-1049

FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**Form/Schedule: SB17**

Transaction ID : VN7MXA0NZ85

Debt was reported by a part owner of the firm and previous campaign manager, Adam Stokes.. No contract for this amount was signed or produced by the firm. Stokes, Wasser and Wheeler, LLP and Adam Stokes have been paid in full for all services rendered.

Form/Schedule:

Transaction ID:

SCHEDULE D (FEC Form 3)**DEBTS AND OBLIGATIONS****Excluding Loans**(Use separate
schedule(s)
for each
numbered line)

PAGE 44 OF 44

FOR LINE NUMBER:
(check only one)☐ 9
☒ 10

NAME OF COMMITTEE (In Full)

Erin McClelland for Congress, Inc.**A. Full Name (Last, First, Middle Initial) of Debtor or Creditor****Propel Marketing****Nature of Debt (Purpose):**website development and social media
services (estimated expense)**Mailing Address** 108 Myrtle St**City** State**Zip Code**

Quincy

MA

02171-1753

Outstanding Balance Beginning This Period**Transaction ID : VN5PD9H9T55**

12000.00

Amount Incurred This Period**Payment This Period****Outstanding Balance at Close of This Period**

0.00

12000.00

0.00

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor**Stokes, Wasser and Wheeler, LLP****Nature of Debt (Purpose):**

campaign management consulting

Mailing Address 712 Brookline Blvd
Apt 2**City** State**Zip Code**

Pittsburgh

PA

15226-2164

Outstanding Balance Beginning This Period**Transaction ID : VN5PD9H9T47**

35000.00

Amount Incurred This Period**Payment This Period****Outstanding Balance at Close of This Period**

0.00

35000.00

0.00

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor**Nature of Debt (Purpose):****Mailing Address****City****State****Zip Code****Outstanding Balance Beginning This Period****Amount Incurred This Period****Payment This Period****Outstanding Balance at Close of This Period****1) SUBTOTALS** This Period This Page (optional) ▶

0.00

2) TOTALS This Period (last page this line number only) ▶

0.00

3) TOTAL OUTSTANDING LOANS from Schedule C (last page only) ▶**4) ADD 2) and 3)** and carry forward to appropriate line of Summary Page (last page only) ▶